## LEASE

THIS LEASE AGREEMENT is made by and between LOUDOUN HOSPITAL CENTER, a Virginia nonstock, not-for-profit corporation, (the "Landlord"), and the BOARD OF SUPERVISORS OF THE COUNTY OF LOUDOUN, a political subdivision of the Commonwealth of Virginia (the "Tenant"). The effective date of this agreement shall be  $\underbrace{\text{Lot } I}_{I}$ , 2001.

#### IT IS AGREED AS FOLLOWS:

- 1. <u>Premises.</u> The Landlord leases to the Tenant and the Tenant hires from the Landlord those premises identified as follows:
- a. Approximately 19,000 square feet of office space in the former hospital complex located at 224 Cornwall Street, Leesburg, Virginia 20176. The location of the premises is in the West Wing of the complex and is shown on Exhibit A. Such space shall be in full compliance with all applicable federal, state, and local laws, rules and regulations, including, but not limited to the Fire and Building Code as of the commencement of this lease.
- b. Full access and license to utilize all common areas of the building as such common areas appear on the Exhibits attached hereto.
  - c. 200 parking spaces on parking lots as shown on

Exhibit B. One hundred and forty spaces shall be for the exclusive use of the Tenant and shall be so designated and identified. At the Tenant's option, and at no cost to the Tenant, the Landlord may be required to take measures to ensure the exclusivity of the 140 exclusive use spaces. Such measures may include construction of barriers (bollards, fences, etc.) and the installation of signs. In all cases, it is the Landlord's responsibility to ensure that the parking is reserved for the exclusive use of the Tenant. The Landlord shall mitigate any infringement on the Tenant's parking spaces.

Sixty of the two hundred spaces are to be used in common with other tenants and users of the campus. Landlord warrants that the campus parking shall be adequate to insure that these sixty spaces will be empty and available to the Tenant at any given time at some location on campus regardless of the fact that they are not marked for exclusive use by the Tenant.

Landlord may relocate some or all of the 200 spaces to other locations on the premises provided the relocated spaces are convenient to the Tenant. Landlord and Tenant will cooperate with each other in relocating space for parking.

- d) The Landlord may require the Tenant at Tenant's expense to move to alternative space on the campus during the term. Any such requirement is subject to all of the following conditions:
  - 1) The effective date of any such move requirement must be after the beginning of the second year of the term but before the end of the fourth year. The Tenant shall not be required to move during the first year or last year of the lease.

- 2) The Landlord must provide at least five months notice of the effective date of the required move so as to allow Tenant to customize the new space to its needs and complete the move. The move will be completed within five months of the receipt of notice. After the move has been completed the space vacated will revert to the control of the Landlord unless the parties have entered into a new lease for such vacated space.
- 3) Any asbestos in the alternate space must be abated as set forth in paragraph 4 before Landlord gives notice to move.
- 4) Such space must comply with all applicable federal, state or local laws, rules and regulations, including, but not limited to, Fire Code and Building Code regulations before such notice to move.
- 5) Such space must be a reasonable substitute for Tenant's original space. Tenant agrees that the space shown on Exhibit C is a reasonable substitute for the original space shown in Exhibit A.
- 6) At no time during the term of this lease shall the Tenant's total obligation to the Landlord exceed the funding and space limitations authorized by the County Board of Supervisors as set forth in Exhibit F. The Tenant shall not be required to pay rent on any space it is improving pursuant to a notice to move as set forth above until such time as it occupies such space.

2. <u>Use and Term.</u> Tenant shall be entitled to use the demised premises as permitted under applicable law. (The parties agree that the portion of the premises formerly used for ambulance deliveries may be used for kennels to house the Fire Marshall's dogs when the Fire Marshals are in the building.) The lease shall be for a term of five years. The term shall commence on <u>fixet</u>, 2001 unless changed by delay under subsequent sections of this lease. The term shall apply regardless of where the space is located within the hospital complex. The term shall not be deemed to begin anew upon the effective date of any requirement to move.

The Tenant shall have the option to renew this Lease in one-year increments for a maximum of five years from the expiration date of the original five year term. Each option shall be exercised by written notice to Landlord at least 180 days prior to the expiration of the initial term of the lease (or any renewal period). In the case of any such renewal, all terms and conditions of this Lease other than those pertaining to rent shall govern.

3. Rent. The Annual Rent is determined by multiplying the total number of square feet leased by the agreed rent per square foot. The rate per square foot for the space in the different buildings in the hospital complex is shown on Exhibit G.

The exact number of square feet will be determined by measurement after completion of any improvements for the benefit of the Tenant which are being put in place by the Landlord. Measurement shall be based on the completed useable area multiplied by a core factor of 20% in accordance with ANSI Z\_65.1, more commonly known as the "BOMA"

Method of Space Measurement" which is incorporated by reference herein.

The Annual Rent for as determined above for each year after the first year (including extension options) will be increased by 3% from the prior year's rent. Tenant covenants to pay the Landlord this amount, subject to all the terms of this agreement, at Landlord's principal office as identified in the "Notices" clause to follow, in monthly installments of 1/12 of the Annual Rent. Rent shall be paid in advance on or before the tenth day of each month during the term. If the term or any extension commences or ends on any day other than the first or last day of a month, that month's rent shall be prorated accordingly. A late fee of two and one half percent (21/2%) per month until paid will be assessed for each late payment.

4. Warranties. Landlord warrants that it has full legal authority and right to grant to Tenant the estate herein described. Landlord further warrants and represents that the property is properly zoned and that no easement or restriction would interfere with such use. In the event of any governmental action (other than by the Tenant) whereby the demised premises are no longer permitted to be used for general office purposes, then, at the option of the Tenant and upon 10 days prior written notice to Landlord, this Lease shall be terminated and be of no further force or effect.

Landlord further represents and warrants that an asbestos survey has been conducted of the hospital complex. This survey has been updated within the past 12 months for the space shown on Exhibit C by Michael D. Seymore, MS, MPH, CIH There is which revealed asbestos in portions of the complex but not in others. Any asbestos in the space shown in Ex

A has been abated as required by law.

The Tenant shall not be required to occupy or work in any space in the complex unless and until the asbestos in such space is abated according to law. Such abatement shall take the form of removal or encapsulation at the reasonable discretion of the Tenant. Landlord shall complete all asbestos remediation at Landlord's expense.

The Tenant requires access to space above ceilings, behind walls, etc. that are partially common areas in order to connect telecommunications, data and other infrastructure. If asbestos has been encapsulated in these areas instead of removed, the Landlord shall provide knowledgeable onsite staff to assist in determining the routing of these devices so that there is no exposure to asbestos. The Tenant will give the Landlord 48 hours notice that on-site staff is required unless an asbestos emergency is declared by the Tenant. If such an emergency occurs, knowledgeable staff of the Landlord must respond immediately and take control to resolve the situation.

- 5. <u>Effect of Mortgage</u>. Landlord may assign this lease to any present or future Mortgagee if required by the Mortgagee. Tenant will pay sums due under this lease directly to the Mortgagee if requested in writing to do so by the present or any future Mortgagee.
- 6. Assignment and Sublease. Tenant shall not assign or sublease the premises, or any part of thereof, without the prior written consent of the Landlord. Landlord will not unreasonably withhold its consent to any such assignment or sublease, nor unreasonably condition or delay same.
- 7. <u>Alterations and Improvements.</u> The Tenant shall not make any substantial alterations, additions or improvements to the leased premises

without obtaining the consent of the Landlord, which consent shall not be unreasonably refused. All alterations, additions, or improvements to the leased premises, made by either party (except moveable furniture put in at the expense of the Tenant, and alterations, additions or improvements which are made by the Tenant and which are moveable without defacing or injuring the building), shall remain upon and be surrendered with the premises at the end of the term. Notwithstanding the foregoing, Tenant may remove any improvements it has made, or fixtures it has attached to the property conditioned upon full repair or payment to Landlord for damage caused in the removal of same.

8. Repairs and Maintenance: Tenant is responsible for items of repair and maintenance to the interior of the building, which cost less than \$500.00 (ex: light bulbs, rest room plumbing repairs). The Landlord is responsible all other items of maintenance and repair including, but not limited to, exterior walls, roof, windows, doors, structural components, common areas, heating, air conditioning, and ventilation systems. During hours of operation there should be sufficient capacity to maintain even distribution throughout the demised premises of air at a temperature of no less than 68 degrees F. and no greater than 75 degrees F with a relative humidity of between 40 and 60 percent. The number of complete air exchanges within the building shall be based on current BOCA code for ventilation regardless of the age of the building.

The Landlord shall complete repairs within the response times described below. The Landlord or its agents shall have the right to enter the leased premises at reasonable hours in the day to inspect, make repairs and/or perform maintenance. In the event emergency repairs must be performed, Landlord may enter the leased premises at any time necessary

provided Tenant is subsequently notified that Landlord has entered the premises and the nature of the work performed. The Tenant shall give prompt notice to the Landlord, or its agent, of any known malfunction or defect in all systems (for example: mechanical, electrical, plumbing, and life/safety) and devices (for example: doors, locks and windows). Prompt notification by Tenant does not supersede Landlord's responsibility to keep premises in good order by making routine maintenance inspections and repairing said items as necessary for the upkeep of the building. The Landlord shall perform such repairs or maintenance as follows:

- a. <u>Emergency Repairs</u>: These repairs are those which must be made rapidly in order to protect the health or safety of the occupants, and/or to restore an actual interruption to the Tenant's business. The Landlord's contact for emergency requests shall be the Administrator on call, who shall be available 24 hours per day, and reachable through the Hospital operator.
- b. <u>Non\_Emergency Repairs</u>: These items are defined to be those which are not an emergency, as defined in the subparagraph above. Non emergency repairs may be completed within 14 days of written request to the Landlord from the County's Department of General Services.

Should Landlord fail to respond according to the requirements for emergency and non emergency repairs or maintenance, Tenant may, at the Tenant's option, order the repairs and deduct the cost of same from the lease payment. The repeated failure to repair and maintain the demised premises may result, at the Tenant's option, in declaring the Landlord in default and invoking the remedies detailed below.

9. <u>Housekeeping:</u> The Landlord shall provide housekeeping at no additional rent. The scope and frequency of housekeeping is described in Exhibit E.

### 10. Other Services.

- a. Grounds: The grounds and parking areas surrounding the building containing the demised premises must be kept in good order and have a neat appearance. This shall include, but shall not be limited to, routine mowing, trimming, weeding, pruning and trash removal. The parking lots must be maintained in good order including, but not limited to, clearly marked parking lines, appropriate traffic signage, and good repair of the surface covering the lot. Failure to keep grounds and parking lots maintained can result, at the Tenant's option, in the Tenant ordering the maintenance and deducting the full cost from the lease payment. Repeated failure to maintain the grounds and parking lots can, at the Tenant's option, lead to Landlord default as described below. This paragraph shall not require Landlord to do any work to bring the grounds to a better condition than existed on the effective date of the lease.
- b. Snow Removal and De-icing. The Landlord is responsible for de-icing and removal of snow from the parking areas and all approaches to the building and any applicable loading dock area. The snow removal and de-icing must be effective and completed in a timely manner so that Tenant's business is not unduly impeded. Tenant vehicles shall not be blocked by piled snow.

- c. Exterior Lighting. Landlord shall provide adequate exterior lighting for the safety and security of Tenant's employees and members of the public visiting the County offices. The lights must be automatic and set to be on during periods of darkness when the occupants' business is normally conducted.
- 11. <u>Damage and Destruction By Casualty.</u> In case of damage to the premises by fire or other cause, the Tenant shall give immediate notice of such to the Landlord. If the damage is insurable under a standard fire insurance policy with an extended coverage endorsement approved for use in the State of Virginia, the damaged area of the demised premises shall be repaired to its prior condition at the expense of the Landlord as speedily as possible after such notice. If the premises (or any portion thereof) shall be rendered temporarily unuseable by reason of said damage, the rent due under this Lease shall cease (or be prorated as to space and/or time as the case may be) until the same shall be repaired by the Landlord as provided above. If the premises shall be totally destroyed or so nearly destroyed as to require rebuilding a major portion of the premises, the rent shall be paid up to the time of such destruction, after which this lease shall cease.
- 12. <u>Utilities and Environment.</u> The Landlord shall pay for all utilities except for phone, data and other communications services. The Tenant shall not use any other method of heating than that installed by the Landlord, except with prior permission of the Landlord. Landlord shall furnish all utility connections, which shall be operational on the commencement date of this lease. The Landlord shall pay the charges for trash collection.

The Tenant leases the demised space as a "smoke free" environment. Should there be other tenants in the building, the common areas are either to be "smoke free" or the heating, air conditioning and ventilation systems must be separate from the Tenant's space.

- 13. <u>Unused Portion</u>. The Landlord shall keep those portions of the building that are not subject to this lease in sufficient repair so as not to pose a threat to the safety and health of the Tenant.
- 14. <u>Rules and Regulations</u>. The rules, regulations and stipulations contained in "Exhibit D" shall be observed by the Tenant and, to the extent legally permissible, Landlord covenants that leases to other Tenants for portions of the premises not leased to the County will include identical rules.
- 15. <u>Taxes.</u> The Landlord shall be responsible for payment of all real estate taxes. Should the Landlord be delinquent in payment of real estate taxes, the Tenant, at its option, may satisfy the taxes and any penalties in full by deducting the amount from the lease payments.
- 16. <u>Insurance</u>. The Landlord and Tenant will carry adequate property, fire, vandalism, malicious mischief and extended coverage insurance on their respective risks. All such insurance shall be in amounts sufficient to cover any reasonably foreseeable losses.

The Tenant, after notice to cease has been given, shall not continue to do or permit anything in the premises, or bring or keep anything in them, that shall in any way increase the rate of fire insurance on the building, or on the property kept in it, or that shall obstruct or interfere with the rights of other Tenants, or that shall in any way injure or annoy them, or those having business with them, or that shall conflict with the regulations of the Fire Marshal or the fire laws, or with any rules and ordinances established by the Health Department or other governmental authorities. The Landlord agrees to maintain proper fire extinguishers within the premises. Landlord shall also take the necessary steps to ensure compliance with this provision by the other Tenants of the building.

The Tenant and the Landlord shall each obtain and keep in force during the term of this Lease public liability insurance with policy limits of not less than one million dollars. Landlord shall be indicated as an additional insured on the Tenant's policy. The Tenant and Landlord shall each provide the other with a Certificate of Insurance indicating that such coverage is in force. The certificates shall be sent by registered mail prior to the first lease payment and on the anniversary date of the Lease. Failure to submit the Certificate may cause lease payments to be abated until such time as the Certificate is provided.

17. <u>Default.</u> Should the Landlord breach any material covenant contained herein, the Tenant, after 30 days written notice to the Landlord, and upon Landlord's failure to cure said breach within the 30 day period, shall be free to vacate the premises without further liability for rent, and the Landlord shall be liable to the Tenant for its costs of moving plus other reasonable costs and damages proximately caused by such breach. Tenant shall have the obligation to mitigate damages by any reasonable business practice.

Should the Tenant breach any material covenant contained herein and remain in breach for 30 days after written notice the Tenant's right of possession shall thereupon cease, and the Landlord may proceed to recover possession of the said leased premise by process of law. Tenant shall be liable to Landlord for its reasonable cost to recover possession plus any and all other reasonable costs proximately caused by such breach. Landlord shall have the obligation to mitigate damages by any reasonable business practice including re-letting of space.

Either party may restrain any threatened breach of the covenants of this lease. The mention of any particular remedy in this lease shall not preclude the Landlord or Tenant from utilizing any other remedy it might have (with the exception of non judicial self-help) either in law or in equity. Consent by either party to an act that would otherwise be a breach of this Lease shall not be interpreted as a waiver of any subsequent breach.

18. Eminent Domain: In the event any part or all of the premises shall be taken by exercise of eminent domain or by any other authority of law during the term of this lease, the Tenant may recover from the condemnor any and all damages lawfully recoverable by Tenants under such facts, including, but not limited to, those damages allowed by Title 25 of the Code of Virginia 1950, as amended.

In the event that the entire premises are so taken, this Lease shall terminate upon the effective date of taking.

In the event that a portion of the premises is taken which results in a significant impairment of Tenants' use of the facility either party may terminate this Lease. If neither party exercises this option to terminate, the Landlord shall restore the remaining premises. All rent shall be abated until the remaining part of the premises shall be put in proper condition for use and occupancy, and thereafter

adjustment shall be made to the rent to reflect the nature and extent of the remaining injury sustained by the demised premises.

19. Occupancy. If the Landlord is to perform work to prepare the premises for the Tenant, said work will be fully set forth in plans and specifications provided by Tenant after consultation with Landlord, and the Landlord shall have the work completed and the premises ready for occupancy as of the first day of the term of this Lease. If the premises shall be ready for occupancy prior to that date, the Tenant shall have the right, at its option, to take possession at any time after the premises are completed whereupon the rent shall be prorated accordingly.

If the premises are not ready for occupancy by the aforesaid date by reason of delay caused by circumstances beyond the control of the Landlord, the Landlord shall not be liable to the Tenant for any damages by reason thereof; however, the Tenant shall have the option of occupying the premises when completed and prorating the rent to reflect an adjustment for the time the premises were not occupied by the Tenant or of declaring this lease null and void. The option in the Tenant to declare the lease null and void shall only be exercised if such delay persists for more than 60 days.

If the premises are not ready for occupancy by the aforesaid date by reason of delay which is within the control of the Landlord, then Landlord, as liquidated damages and not as penalty, shall provide the Tenant with one day of occupancy free of any rental charge for each day occupancy was delayed. If the premises are not ready for occupancy within 60 days of the originally scheduled commencement date the Tenant shall have the option of declaring this lease null and void.

If Landlord's preparation of the premises is delayed due to an act or omission of the Tenant, then the rent payments shall commence as of the beginning of the term or on the date the premises would otherwise have been completed, whichever is later. Further, the parties recognize that a portion of the space identified in Exhibit A, (the Chamber of Commerce space) will not be available until September 1, 2001. The rent will be abated by Eleven and 6/100 percent (11.6%), prorated daily, until such space is available.

- 20. <u>Lack of Authority</u>. In the event that by operation of law, the Tenant shall cease to exist, or the powers of the Tenant shall be so construed by a Court of competent jurisdiction so as not to permit the Tenant to continue to use all or any part of the premises for the purpose for which they shall have been used, then in that event, this Lease and all responsibility and liability of the Tenant of whatever kind hereunder shall terminate with respect to such premises or part thereof.
- 21. Rent Subject to Appropriations: The parties acknowledge and agree that the law of Virginia prohibits a local government from committing funds beyond the current fiscal year and, notwithstanding any other provisions of this lease, Tenant shall be obligated hereunder after the first year of the then current term only to the extent that the Tenant's Board of Supervisors shall appropriate monies for this purpose. Tenant does agree to submit the subsequent year's rental obligation hereunder to the Board of Supervisors for approval at the end of each year that this agreement is in force.

#### 22. Accessibility of Facilities. N/A

- 23. <u>Signs</u>: The Landlord agrees that the Tenant may erect interior and exterior signs as allowed by law, and as may be approved by Landlord; such approval shall not be unreasonably withheld or delayed.
- 24. Entire Agreement: Binding on Successors. This writing constitutes the entire agreement between the Landlord and the Tenant regarding the lease of the property herein described, and no agent of either party has any authority to alter, amend, or waive any of the terms hereof, unless such amendment be in writing and signed by the parties hereto.

Unless otherwise provided herein, the provisions of this Lease shall bind the parties and their legal representatives, successors and assigns. This lease shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

25. <u>Notices</u>. Any notices required by this Lease to be given in writing shall be sent by certified or registered mail to the address set forth below or to such other address as may be specified in a written notice given in accordance with this paragraph.

Loudoun Hospital Center Attn: President and CEO 44045 Riverside Parkway Leesburg, VA 20176 With a copy to:

IF TO THE LANDLORD:

Attn: Office of the General Counsel 44045 Riverside Parkway Leesburg, VA 20176

IF TO TENANT:
County of Loudoun
Director of General Services
1 Harrison St., S.E.
Leesburg, Virginia, 20177

With a copy to:
County of Loudoun
Office of the County Attorney
1 Harrison Street, S.E.
Leesburg, VA. 20177

## 26. Security. Not used.

27. Hours of Operation. The Tenant determines the hours of operation of the demised premises, and any common areas associated with the demised premises, and such hours are subject to change. At the execution of this lease, the typical hours of operation are: Monday through Friday, from 7AM to 5PM. The Landlord shall provide all services to support these hours of operation as specified herein. Should the Tenant substantially change these hours of operation the parties shall negotiate an increase or decrease in the lease rate to reflect the increase or decrease of building services.

- 28. Fiber Optic Connection: The Landlord grants the Tenant permission to install underground fiber optic cable(s) across the property to and entering the former hospital complex at a point convenient to providing service to the Tenant; and further to route the fiber optic cable in the most direct way to spaces occupied by the Tenant. The Tenant will pay for the entire cost of installation and maintenance of the cable and will repair any damage cause by installation. Landlord agrees that maintenance to the cable may be made during the term of this lease with advance notice to the Landlord. The Landlord also grants permission to use the existing fiber optic cables and conduit connecting the former hospital complex with the building located at 211 Gibson Street, Leesburg, VA. The Tenant agrees to pay for all costs incurred using this cable/conduit. Landlord shall repair, at its own expense, any damage which it causes to the Tenant's fiber optic cables during the term of this lease or any extension thereof.
- 29. This lease is executed in three originals.

# IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES:

THE BOARD OF SUPERVISORS OF

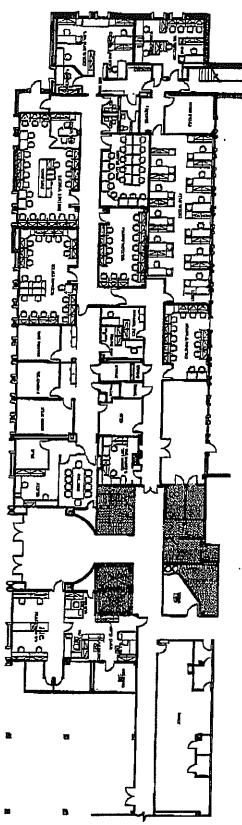
APPROVED AS TO FORM:  ASSISTANT COUNTY ATTORNEY	THE COUNTY OF LONDOUN,  VIRGINIA  By:  Signature  Name: Jay Snyder  Title: Director, General Services
County/City of Loudann Commonwealth/State of Verginia The foregoing instrument was acknowledged before me this 21 day of Aug.  2001, by Roden Heeller (name of person seeking acknowledgement) Notary Public My commission expires: 11/30/04	LOUDOUN HOSPITAL, INC.  By: May Huelber Signature  Name: Rodney Huebbers  Title: President/CEO  Date: 8210/

APPROVED AS TO FORM:
Alatin
JOHN F. CARLTON, JR.
ASSISTANT COUNTY ATTORNEY
COUNTY OF LOUDOUN, VIRGINIA
STATE OF VIRGINIA
COUNTY OF LOUDOUN
Jay Snyder, Director for General Services for the County of
Loudoun, Virginia, acknowledged the foregoing instrument before me
this <u>22 ND</u> day of <u>August</u> , 2001.
Leisan K. Millourine
My Commission expires: $4/30/04$
STATE OF VIRGINIA
COUNTY OF LOUDOUN
The foregoing instrument was acknowledged before me this  2/57 day of August, 2001, by Rodney Vuelbus on behalf of Loudoun Hospital Center.  Becky fame Notary

My Commission expires: 1/38/04

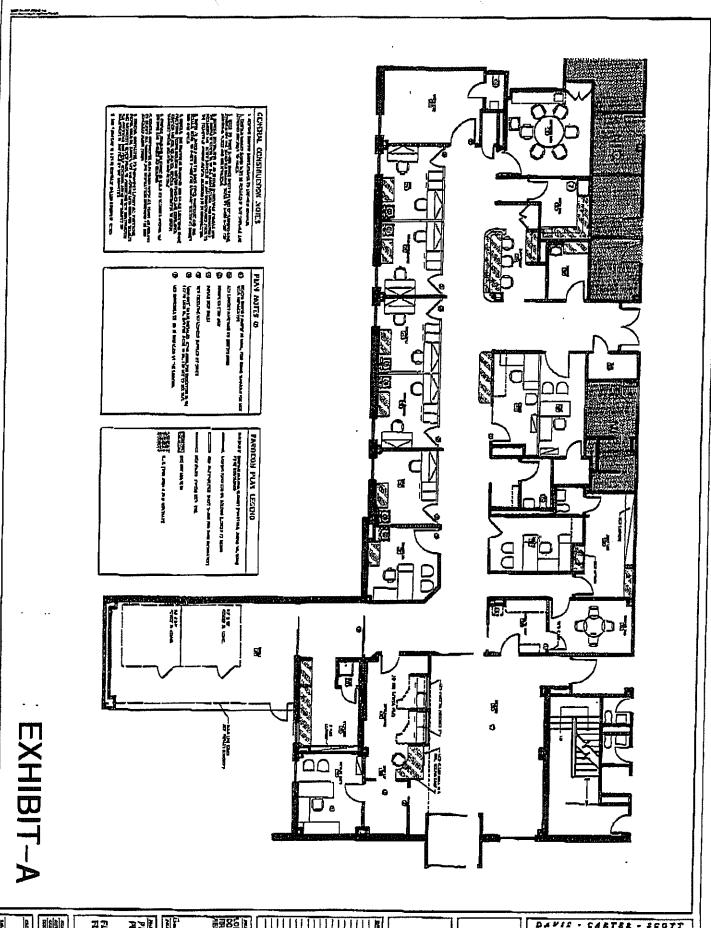
# EXHIBIT A

ILLUSTRATION OF DEMISED SPACE - WEST WING[JC1]



DAVIS - CARTER - COOTT

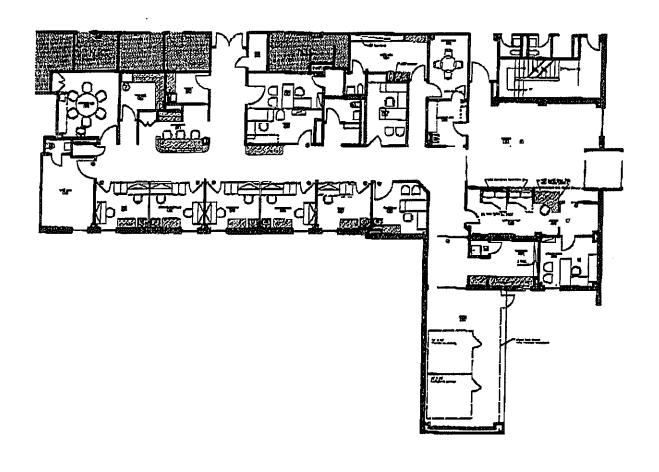
PLOOR



A-101

PARTITION PLAN FLAN FLOOR METONE WALKENDO MARKONE TOWN THE TOWN T DAVIE - CARTER - SECTI

6970



#### GENERAL CONSTRUCTION NOTES

- F. DARBIE CRAIMED BOOKERSHIPER TO LIKE-WEN CONTROL.

  1. DARBIE CRAIMET COMES HAND AS SEVENES IN HIS GRANDLE MO
  ATTACHED SECURITY TO PROCE.
- A COME TO STATE A COME THE COURT OF ADDRESSABILITY OF A STATE AND A STATE OF A STATE OF A COME TO THE ADDRESSABILITY OF A COME TO A COME AND A STATE OF A COME TO A COME AND A STATE OF A COME TO A COME A CO
- INCORPORT THE MEASURE WERELTON OF THE RESIDENCE AND LOSS OF CONTRACTOR OF THE PROPERTY OF THE
- 3. HOTH TO HELT A-OUR FOR GOOD PROFE MARRIAGE AND DEL CRIALE FRIER TO DEET A- OUR FUN STANDARD STREET BY CLOSE! FOR AND STALL.
- C. CHATLAN CONTRACTOR IS TO HEIGHT CASE AT ALL LOCATIONS WESTERN CONTRACTOR SELECTED AND AN ADDRESS OF THE PROPERTY OF HEIGHT.
- C. PROMER ADMINIST RECOVERY IN MALLY IN SECURITY SHOWS ALL MARKET AND SPECIAL OF SECURITY.
- A COMMAN COMMENTER IN THE PLANT PARTY ALL PLANT AND PROPERTY AND PROPE
- E CONDUIT COMPLICION ON PROPERTIES LECTURE FOR TOURSE AND THE ADDRESS OF TH
- or wit exhibitives in wall in wantereds platfoc districting hours

#### PLAN NOTES @

- O WAS PARTIES CARRET IN FROM PRIOR SUPPLIES FOR NOW
- (ACREST HANGWARE TO EXECUTE DATE
- (a) Atheric contract the
- (A) CONTROL MENT TOLET
- (3) HEN FREEZINGING LOCKSIN THROUGH BY MINER
- (3) TO LOW SE HELT FOR SHEET, IN SHE TOO NOT TO SEE CUT.
- O ST PROPERTY TO BE WITHLED AT THE LOCATION.

## PARTITION PLAN LEGEND

THE THE GUILDING ELEMENT (PARTYLONG GRIPM, VELLYOPT)
TO DE DESIGNATIONS

CONTRACT CONTRACT OF BUILDING CLUMENT TO PERSON

MEN PARTION (ME SHET A-DES FOR MORE NOTATION)

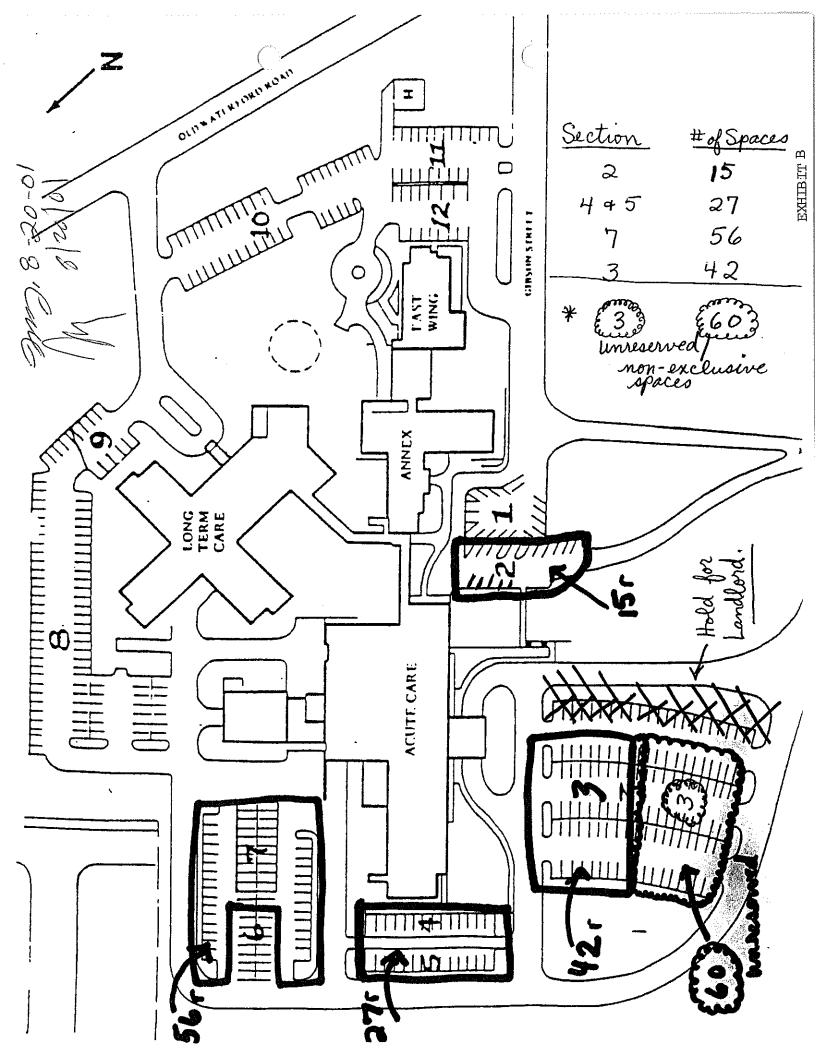
NEW PANEL STRIEN, BUTH THE

OC SOU METADA

MINISTER RICE (JAS) WERE HELD IN COMMITTEEN

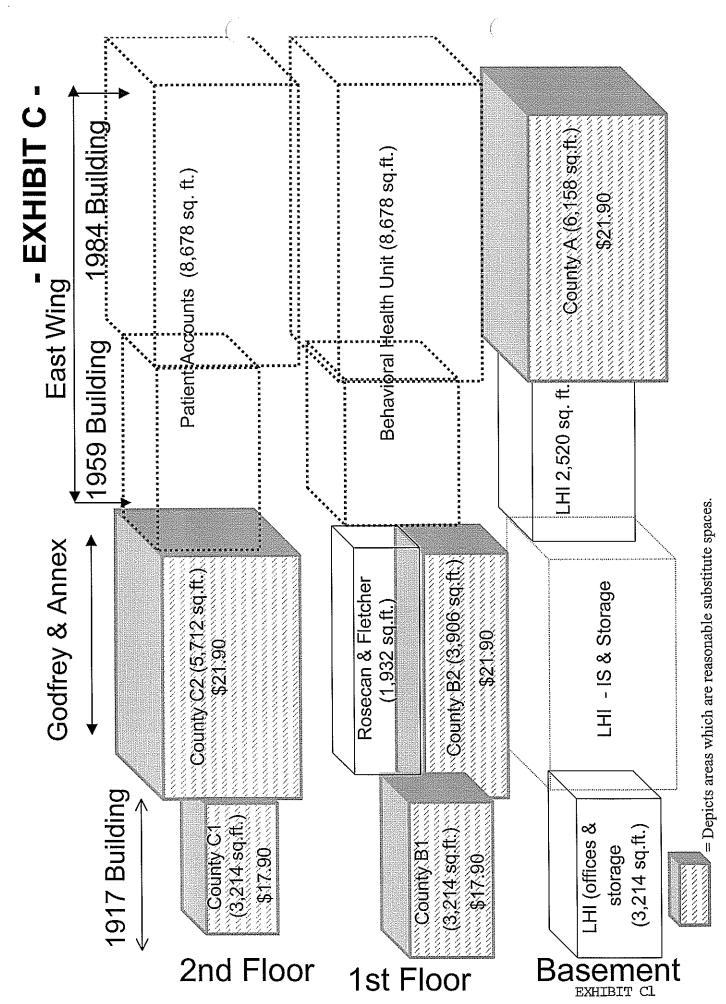
## EXHIBIT B

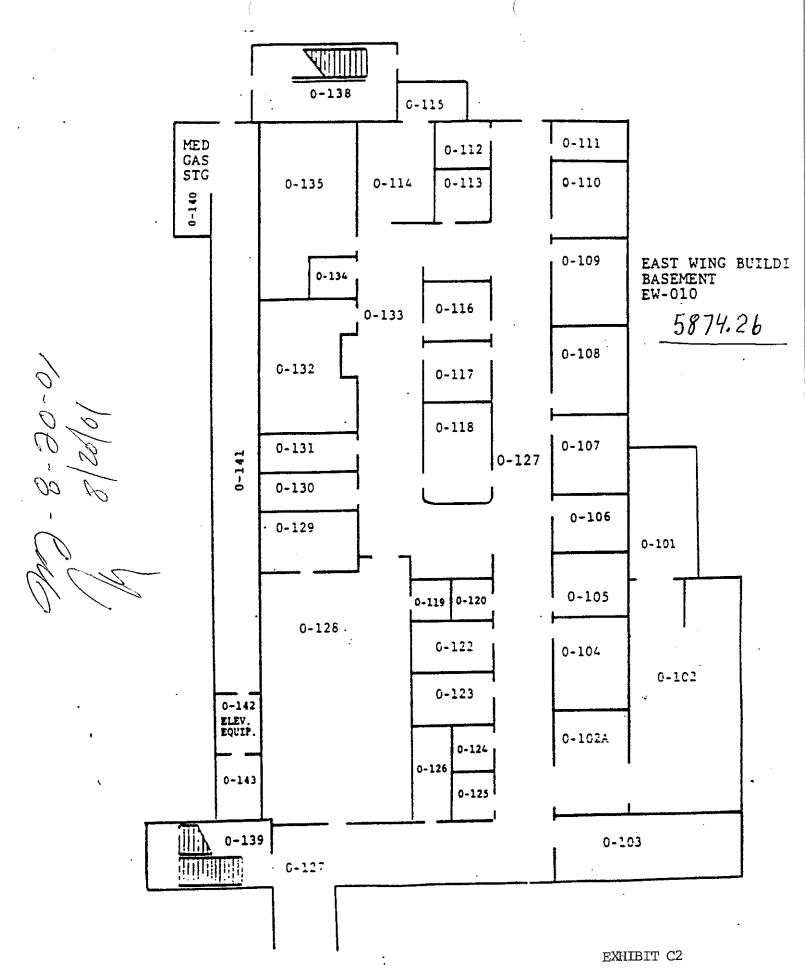
ILLUSTRATION OF PARKING SPACES

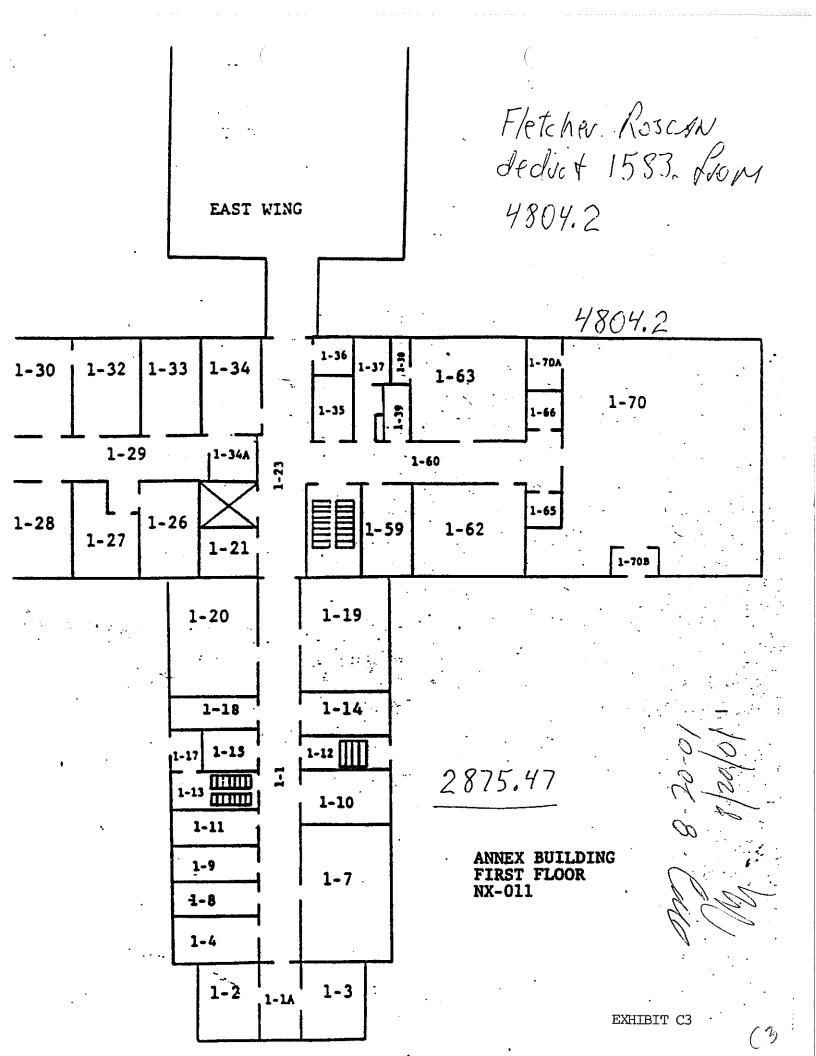


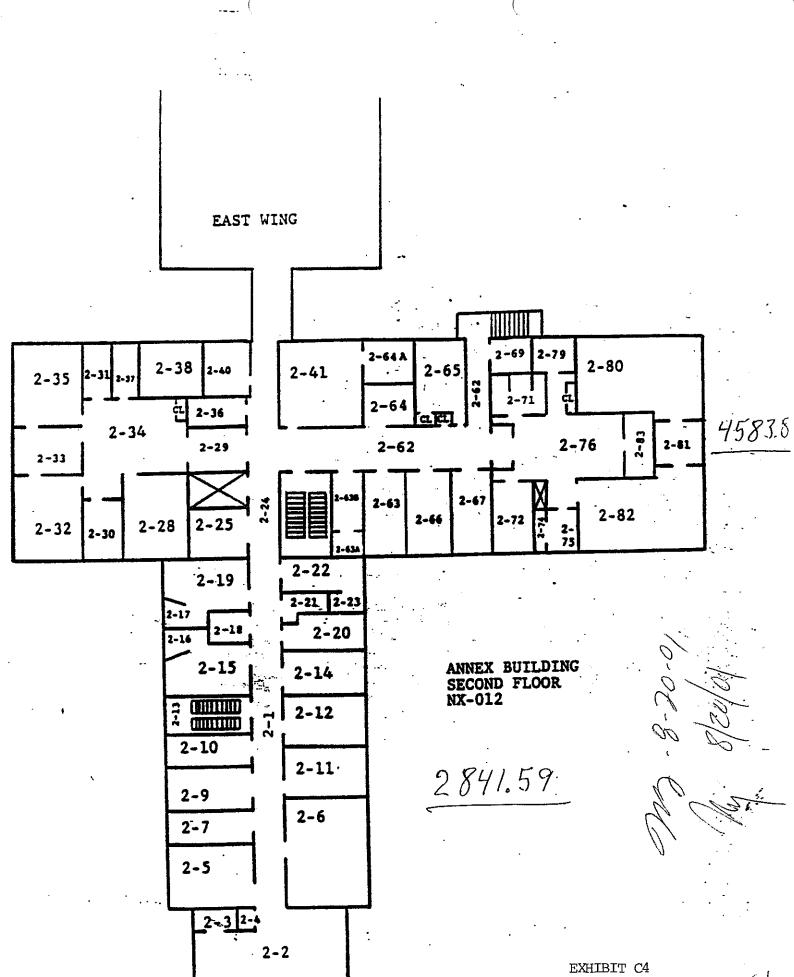
# EXHIBIT C

ILLUSTRATION OF SPACE IN EAST WING  $_{\mbox{\scriptsize [JC2]}}$ 









(1

## EXHIBIT D

RULES AND REGULATIONS[JC3]

#### **EXHIBIT D**

#### RULES AND REGULATIONS

- 1. The sidewalks entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or other parts of the Building not occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Leased Premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally.
- 2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the Landlord and all tenants. No drapes, blinds, shades or screens shall be attached to, hung in, or used in connection with any window or door of the Leased Premises, without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.
- 3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the Leased Premises or inside of the Leased Premises if intended to be visible from the outside or the Building without the prior written consent of the Landlord and all tenants. In the event of the violation of the foregoing by any tenant, Landlord may remove same without incurring any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.
- 4. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules outside of the Leased Premises without the prior written consent of the Landlord.
- 5. The water, wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, Or other substances shall be thrown therein.
- 6. No vehicles shall be brought into or kept in or about the Leased Premises and πο cooking shall be done or permitted by any tenant except in the commercial or staff kitchen portions of the Leased Premises. Tenant shall use reasonable efforts to minimize any unusual or objectionable odors produced upon or permeating from the Leased Premises.
- 7. No space in the Building shall be used for manufacturing, for the storage of merchandise,

except those equipped with rubber tires and side guards.

- Mats, trash or other objects shall not be placed in the public corridors. 17.
- All vehicle parking shall be between the lined spaces designated by the landlord; and 18. tenants may not create additional parking by double and triple parking in front, beside or behind designated, lined spaces. No tenant shall park vehicles in such a manner that will create a disturbance or interfere with the good of other tenants.

or for the sale of merchandise, goods or property of any kind at auction.

- 8. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises of those having business with them. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.
- 9. No flammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon the Leased Premises, except those used ordinarily in the operation of kitchen facilities or general cleaning and/or office operations and which are kept in adequate containers and properly stored.
- 10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of Landlord, which shall not be unreasonably withheld. The doors leading to the corridors or main halls shall be kept closed except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by such tenant, and in the event of the loss of any keys, so furnished, such tenant shall pay to the Landlord the cost thereof.
- 11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place only at the loading dock. There shall be no loading or unloading at the main entrance of the Building when an alternate entrance is available.
- 12. The Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to any building management or watchman on duty.
- 13. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose; provided however, the Leased Premises may be used as an emergency shelter for lodging or sleeping in the event of the occurrence of a disaster in the Loudoun County area.
- 14. Each tenant, before closing and leaving the Leased Premises at any time, shall see that all windows are closed and all lights turned off.
- 15. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.
- 16. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks,

# EXHIBIT E

 ${\bf HOUSEKEEPING\ REQUIREMENTS}_{[JC4]}$ 

## EXHIBIT E

# SCOPE OF SERVICES TO DEMISED PREMISES AND COMMON AREAS

#### **WORK INCLUDED:**

It is the responsibility of the Landlord to provide facilities that are uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County. Routine housekeeping shall be performed five nights per week, Monday through Friday, except as noted below.

#### **SECURITY:**

The Landlord shall keep all exterior doors locked during the performance of work; and assure that all exterior doors and suite doors are locked at the end of the shift

## **CUSTODIAL SERVICE PERFORMANCE:**

Service shall be performed Monday through Friday except for Loudoun County Government observed holidays. County holidays include:

New Year Day (January 1)
Lee-Jackson-King Day (3rd Monday of January)
Washington-Lincoln Day (3rd Monday of February)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Columbus Day (2<sup>nd</sup> Monday in October)
Veterans Day (November 11<sup>th</sup>)
Thanksgiving Day (Last Thursday of November)
Fall Holiday (Friday following Thanksgiving)
Christmas Day (25th of December)

Routine custodial service at each site shall be performed Monday through Friday between 6:00 p.m. and 6:00 a.m. Periodic cleaning may be done on weekends provided it does not interfere with occupant activities. In all cases, the Landlord shall work at the convenience of the occupant.

Prior arrangements shall be made with the County to perform duties at other than prescribed hours. This service will be performed only at the County's convenience.

#### SUPPLIES:

The Landlord shall furnish all supplies and equipment necessary for cleaning.

Landlord shall provide suitable walk-off mats (i.e., color and size) at all exterior entrances to each building. Mats shall be on a regular service/cleaning schedule to maintain a clean appearance at all times.

No supplies shall be used that Loudoun County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment.

Note: The Landlord is responsible for supplying all paper goods, soaps, cleaners, etc. to stock bathrooms, canteens, and coffee stations.

## **OSHA GUIDELINE COMPLIANCE**

MATERIAL SAFETY DATA SHEETS - When requested, the Landlord shall promptly furnish to General Services copies of Material Safety Data Sheets (MSDS), for all products used in any premises. Contractor must update copies of the MSDS on an annual basis.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

#### **BLACK LIGHT TEST:**

The County uses a black light test to detect the presence of urine. The County will deem bathroom fixtures or floors not meeting specifications if the black light detects urine.

#### Safety

All Landlord, when performing cleaning services for the County of Loudoun shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Landlord to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

#### **SAFETY AND HEALTH:**

- A. All work shall comply with applicable Federal, State, and County safety and health requirements including procedures for MSDS and protocols for dealing with bloodborne pathogens.
- B. The Landlord shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of housekeeping personnel during the execution of work.

# Cleaning Activity Specifications

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The cleaning activities are defined in Section 3.1.0 (CLEANING FREQUENCY SCHEDULE) outlining the level of service required for each type of building area.

## 1. Receptacle Emptying and Cleaning

All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The County General Maintenance Manager shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned.

2. Ash Trays and Urns Emptying and Cleaning
All ash trays and Urns shall be emptied on a schedule consistent with the frequencies given. Urns containing sand

or other extinguishing material shall have such material replaced when soiled or wet.

Ash trays shall be wiped clean both inside and out and be free from dirt, ashes, spots, food, and beverage spoilage and debris. Sand or other extinguishing material shall be replaced when soiled or wet. Ash stands shall be emptied and cleaned according to the frequency outlined in the schedule.

## 3. <u>Miscellaneous Trash and Paper Collection</u>

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified as intended.

Trash and paper left in hallways, corridors, etc. or placed beside receptacles shall be collected and removed to the designated dumpster/collection site.

## 4. Paper recycling

All recycle containers shall be emptied according to schedule.

#### 5. Receptacle Cleaning and Disinfecting

According to schedule, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

## B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilution's of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

#### 1. Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

#### 2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions, and free from dust on top edges.

## 3. Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

## 4. <u>Tile De-scaling</u>

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

#### 5. Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the County General Maintenance Manager. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

## 6. <u>Ceramic Tile Floor/ Wall Cleaning</u>

Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

## 7. Restroom Servicing

Restrooms shall be serviced according to schedule and as frequently as necessary to assure sufficiency of supplies and hygienic condition.

Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing. Hand towels, soap, toilet issues, toilet seat covers, sanitary napkins, and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.

## 8. Shower Room Cleaning

Shower rooms/stalls shall be cleaned according to schedule and as frequently as necessary to assure clean, hygienic conditions. In addition to standard cleaning the shower floors and walls shall be disinfected with a germicidal cleaning solution.

#### C. Floor Maintenance

## 1. Sweeping/Dust Mopping

Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.

## 2. Removing Gum/Tar Etc.

Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

## 3. Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall received a light coat of finish to repair the damage and present a uniform appearance. Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

#### 4. Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

#### 5. Spray Buffing

This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to

repair and refinish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine. Replace all furniture. Floors shall have a uniform high shine and be free of streaks, scuff marks, and other unsightly appearance.

## 6. Stripping and Refinishing

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be rewaxed according to schedule with a sealer and some coats of slip-resisting floor finish. Floors shall be clean and free from scuff marks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED WITH THE BUILDINGS.

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discoloration's, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

#### D. Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

## 1. <u>Vacuuming</u>

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly.

Walk-off mats shall also be vacuumed and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free from lint, debris strings, loose carpet strands and the pile shall stand erect.

## 2. Spot Cleaning

<u>Carpets shall be spot cleaned as necessary</u> to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.

Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water marks, etc. Indelible stains which cannot be removed by spotting and shampooing procedures shall be reported. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

## 3. Shampooing

This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of steam extraction to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets which have been shampooed shall present a uniformly clean appearance with no evidence of surface spoilage or spotting, the pile shall stand erect and the color shall be bright. Contractor shall give the County 72 hours notice prior to shampooing carpets.

# E. <u>Horizontal Surface Cleaning</u>

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structures of the facility including, but not limited to office furniture (desks, chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.

## 1. Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good

housekeeping practice, on a continuing basis. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

## 2. <u>Dusting</u>

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

## 3. <u>Damp Wiping</u>

Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

## F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structure of the facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

## 1. Spot Cleaning

Procedure same as in E(1)

## Dusting

Procedure same as in E(2)

## 3. Damp Wiping

Procedure same as in E(3)

## 4. Wall Scrubbing

This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc. and shall present a uniformly clean appearance.

Manual or machine scrubbing may be employed, but in either case, flooding of floors is to be avoided at all times. Floors and floor finish shall be protected during the procedure.

## 5. Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc..

## 6. Dry erase/chalk boards

Dry erase boards and chalk boards shall be cleaned daily unless marked "Do Not Erase ". Cleaning includes entire board, moldings, rails etc. Boards shall be cleaned with manufacturers recommended solution.

## G. <u>Drinking Fountain Cleaning and Disinfecting</u>

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.

## H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 100" or about in height) which comprise the structure and furnishing of the facility and shall include, but are not limited to wall/ceiling junctures.

light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

## 1. <u>Cleaning Vents, Grills, Etc.</u>

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents.

Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

## 2. <u>Cleaning Light Filters</u>

Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced according to schedule using appropriate cleaning agents. Care shall be taken to prevent cracking or breaking these somewhat delicate structures.

Same standards as in paragraph H(1).

## I. <u>Cleaning Venetian Blinds</u>

Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned according to schedule by any of the industry - accepted methods - dusting, damp wiping, vacuuming, hand washing or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

# J. <u>Elevator/Stairway Cleaning</u>

Elevators and stairways shall be cleaned according to schedule. Cleaned elevator and stairway shall present a uniformly clean appearance.

# Riser and Threshold Cleaning

Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.

## 2. Hand Rail Cleaning

Hand rails of elevators and stairways shall be cleaned. Hand rails shall be free from fingerprints, dirt and smears.

## M. WORK TIME DESIGNATIONS

Unless designated otherwise, the following time schedules are applicable: (Note: Normal work-week will be Monday-Friday)

- a. Three times daily work to be performed once per shift.
- b. Two times daily work to be performed once during day shift and once during evening shift.
- c. One time daily daily work to be performed each day at Contractor's discretion.
- d. Once per week(weekly) work to be performed once per week at Contractor's discretion, a minimum of four(4) days apart.
- e. Twice per week work to be performed twice per week at Contractor's discretion, a minimum of 2 days apart.
- f. Three times per week work to be performed on Monday, Wednesday and Friday.
- g. Once per month (monthly) work to be performed once per month, a minimum of 3 weeks apart.
- h. Twice per month work to be performed twice per month, a minimum of 2 weeks apart.
- Once per Contract year yearly work is to be performed once per Contract year, within the first 60 days of each 12-month period.
- j. Twice per Contract year work is to be performed twice per Contract year, the first work is to be performed within the first sixty(60) days and approximately six(6) months thereafter of each 12-month period.
- k. Four times per Contract year (quarterly) work is to be performed at approximately 90-day intervals, the first work to be performed within the first thirty(30) days of each Contract year.

I. As needed - determined by County General Maintenance Manager.

# N. FREQUENCY OF CLEANING SERVICE TO DEMISED PREMISES AND COMMON AREAS

## DAILY SERVICE TO ALL AREA:

- 1. Empty all trash, reline with clean bag and remove trash.
- 2. Clean floor surfaces including stone, brick or composition flooring. Remove gum and tar, spot mop spills, and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.
- 3. Vacuum all carpets, including walk-off mats, spot clean, remove gum and tar.
- 4. Clean and disinfect drinking fountains/water coolers.
- 5. Clean elevator cabs. Vacuum (and shampoo weekly if necessary) cab carpet.
- 6. Collect and remove all miscellaneous trash and rubbish at the outside areas to designated pick-up location.
- 7. Clean Building Entrance Areas to 10' outside of entrance door by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. Empty trash containers and cigarette disposal containers.
- 8. Dust all vertical and horizontal surfaces that are readily available and visibly require it.
- 9. Clean all interior windows (below 110 inches) and glass entrances and other doors, partitions, display cases, clean and polish light fixtures, pay phones etc.
- 10. Wipe off counter tops, table tops, chairs, and exterior of appliances.
- 11. Remove hand prints or marks from walls, doors, and door frames.
- 13. Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off counter tops, mop floor, and replenish paper towel dispenser if available.
- 14. Clean dry erase boards and adjacent molding unless marked "Do Not Erase".

## O. <u>DAILY SERVICE TO RESTROOMS</u>

- 1. Empty trash, reline with clean bag, remove trash to designated pick-up location.
- 2. Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches, shower stalls, saunas, etc.
- 3. Wet mop with disinfectant and rinse floor.
- 4. Restock all supplies. There shall always be adequate supply of required expendable toilet items soap, paper towels, toilet paper, sanitary napkins, toilet seat covers and deodorant air fresheners.

## P. <u>EVERY OTHER DAY SERVICE TO ALL AREAS:</u>

1. Sweep and dust stairways including steps and landings.

## Q. ONCE WEEKLY SERVICE TO ALL AREAS:

Spray buff all tiled floors not treated under daily service.

## R. TWICE WEEKLY SERVICE TO ALL AREAS:

## S. <u>BIWEEKLY SERVICE TO ALL AREAS:</u>

Machine scrub all restroom floors to include shower areas.

## T. MONTHLY SERVICE TO ALL AREAS:

- 1. Complete vertical and horizontal surface cleaning.
- 2. Clean and disinfect all trash receptacles.
- 3. Clean storage areas.
- 4. Mop stairways steps, risers and landings.

## U. QUARTERLY SERVICE TO ALL AREAS:

High dusting/cleaning.

# V. AS NEEDED IN ALL AREAS BUT NOT LESS THAN TWICE PER YEAR:

- 1. Strip and refinish all hard surface floors.
- 2. Shampoo all carpeted floors. Contractor shall shampoo all carpets six months after commencement of the lease and every six months thereafter for the term of the lease. The method of cleaning shall be by steam extraction.
- 3. Clean venetian blinds, clean and treat furniture, woodwork and upholstery.
- 4. Clean all exterior windows.

## W. AS NEEDED IN ALL AREAS:

- 1. Respond to emergency custodial services.
- 2. Respond to special job assignments.
- 3. Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire regulations.

## X. AT CLOSING OR SOONER IN ALL AREAS:

- 1. Turn off lights and equipment.
- 2. Close and lock windows and doors.
- 4. Make sure all exterior doors are locked.

## EXHIBIT F

SPACE AND FUNDING LIMITATIONS

#6.B.

## BOARD OF SUPERVISORS ACTION ITEM

SUBJECT:

Finance/Government Service Committee Report:

Lease with Loudoun Hospital Center for Space at 224

Cornwall Street, NW, Leesburg, Virginia

**ELECTION DISTRICT:** 

Leesburg

CRITICAL ACTION DATE:

May 7, 2001

#### RECOMMENDATIONS:

Staff: Staff recommends that the Board of Supervisors approve the five-year lease with five one-year renewal options for space between the County and Loudoun Hospital Center for 22,204 square feet of office space at 224 Cornwall Street, NW. The cost is \$460,555 for the first lease year and \$2,445,149 for the five-year lease that would be effective June 1, 2001.

Committee: At the April 16<sup>th</sup> meeting, the Finance/Government Services Committee voted 2-0-1 (Supervisor Hiatt abstained) to recommend that the full Board approve the five-year lease with five one-year renewal options between the County and Loudoun Hospital Center. Supervisor Hiatt abstained noting that he had additional questions he would direct to staff.

#### BACKGROUND:

County government is rapidly expanding and additional space is needed to accommodate this growth. The Report of the Facilities and Office Space Task Force addresses space needs in the longer term. This request is an interim measure that will provide space until the ultimate plan to house County government is implemented. The intent of this request is to lease adequate space that is convenient to the Government Center so that organizational ties can remain strong. The portion of the "Old Hospital" to be leased is located in the eastern section of the hospital complex consisting of portions of three adjoining buildings. Initially, the County will lease 13,278 square feet with an agreement to lease an additional 8,926 square feet within nine months of the start of the lease, for an eventual total of 22,204 square feet. There will be 200 free parking spaces allowed under lease terms. The occupants will be Building Inspectors from the Department of Building and Development, the County Training room, the division of Public Works, and a certain portion will be used to temporarily house staff during renovations of County buildings. The lease term is for five years with five one-year renewal options. Because the space is on several levels and in three adjoining buildings, there are two lease rates. There is a higher rate (\$21.90 per sq. ft.) for the newer, more flexible space encompassing 15,776SF for \$345,494 per year. There is a lower rate (\$17.90 per sq. ft.) for the oldest portion comprising 6,428SF for \$115,061 per year. The lease payment includes all maintenance on the heating, air conditioning and ventilation systems, utilities, housekeeping, maintenance to common areas, parking lot maintenance, and major maintenance to the structures and building systems. The County is responsible for minor maintenance and will pay for build-out costs. There is a 3% annual increase to the lease rate.

#### FISCAL IMPACT:

If the Board approves the recommendation of the Finance/Government Services Committee, the lease for five years with five one-year renewal options will be effective June 1, 2001. The cost of the first 13 months of the lease term (approximately \$500,086) have been included in the FY01 and FY02 Adopted Budgets. The five-year cost of the lease is approximately \$2,445,149 (including three-percent annual inflation). Funding for the payment of lease costs beyond FY02 are subject to Board appropriation.

## DRAFT MOTION(S):

1. I move the recommendation of the Finance/Government Services Committee to approve the five-year lease, with five one-year renewal options, with the Loudoun Hospital Center, effective June 1, 2001 at the rate of \$460,555 for the first year of the lease and a five-year total of \$2,445,149.

or

2. I move an alternate motion.

STAFF CONTACT: General Services/Jim Koenig

Management Services/Candy deButts Building and Development/Terry Wharton



# Loudoun County, Virginia

www.co.loudoun.va.us

County Administration

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000 Telephone (703) 777-0200 • Fax (703) 777-0325

At a meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Administration Building, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Monday, May 7, 2001 at 8:30 a.m.

PRESENT:

Scott K. York, Chairman

Eleanore C. Towe, Vice Chairman

William D. Bogard James G. Burton Eugene A. Delgaudio

Chuck Harris Mark Herring Sally Kurtz

ABSENT:

J. Drew Hiatt

IN RE:

FINANCE/GOVERNMENT SERVICES COMMITTEE REPORT/LEASE WITH LOUDOUN HOSPITAL CENTER FOR SPACE AT 224 CORNWALL STREET, NW, LEESBURG, VIRGINIA (LEESBURG DISTRICT)

Mr. Burton moved that the Board of Supervisors approve the recommendation of the Finance/Government Services Committee to approve the five-year lease, with five one-year renewal options with the Loudoun Hospital Center, effective June 1, 2001 at the rate of \$460,555 for the first year of the lease and a five-year total of \$2,445,149.

Seconded by Mrs. Towe.

Voting on the Motion: Supervisors Bogard, Burton, Harris, Kurtz, Towe, and York - Yes; Supervisor Delgaudio - No; Supervisor Herring - Recused; and Supervisor Hiatt - Absent.

A COPY TESTE:

DEPUTY CLERK FOR THE LOUDOUN

COUNTY BOARD OF SUPERVISORS

EXHIBIT F1

DCR may 7, 2001 resolution-g

